

PFLG/NPDL

SLOT CHARTER AGREEMENT

FMC AGREEMENT NO. 201356-002

Original Effective Date: February 16, 2021

Expiration Date: None

ARTICLE 1. FULL NAME OF AGREEMENT

The full name of this Agreement is the PFLG/NPDL Slot Charter Agreement ("Agreement").

ARTICLE 2. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to authorize PFLG to charter space to NPDL in the Trade (as hereinafter defined).

ARTICLE 3. PARTIES TO THE AGREEMENT

The parties to the Agreement (hereinafter "Party" or "Parties") are:

1. Pacific Forum Line (Group) Limited ("PFLG")
P.O. Box 782,
Port Vila
Vanuatu
2. Neptune Pacific Direct Line Pte. Ltd. ("NPDL")
8 Wilke Road, #03-01
Wilkie Edge, Singapore 228095

ARTICLE 4. GEOGRAPHIC SCOPE OF THE AGREEMENT

The geographic scope of the Agreement is the trade between and among ports in New Zealand, American Samoa, Samoa and Tonga (hereinafter referred to as the "Trade").¹

ARTICLE 5. AGREEMENT AUTHORITY

5.1 PFLG shall sell and NPDL shall purchase, ~~on full liner terms~~ free in free out, on a used/not used basis, slots for ~~475~~ up to 396 TEUs (or a maximum of ~~8,075~~ 6,100 deadweight tons) (including ~~75~~ 35 reefer plugs) on each sailing of PFLG's vessel in the Trade. Additional slots may be sold/purchased on an ad hoc basis, and such additional space shall not be unreasonably

¹ The inclusion of non-U.S. trades within the scope of this Agreement does not bring such trades within the scope of the U.S. Shipping Act or the jurisdiction of the Federal Maritime Commission ("FMC").

withheld. To ~~determine the space~~

~~allocation used by any breakbulk cargo loaded on the Vessel pursuant to this Agreement, the amount of any such breakbulk cargo shall be converted at a rate of 17 revenue tonnes per TEU.~~

5.2 The sale of slots under Article 5.1 shall be on such terms and such conditions as the Parties may agree from time to time.

5.3 Except for sub-chartering slots to ANL Singapore Pte Ltd, which is expressly permitted, NPDL shall not sub-charter slots made available to it hereunder to any third party, including NPDL affiliates, without the prior written consent of PFLG.

5.4 Any additional charges incurred in the port of loading or discharge beyond the customary free time will be charged back to the container operator. These include but are not limited to, port storage charges and reefer power and monitoring charges incurred after free time, as well as any quarantine or customs inspection charges incurred within or after free time including container lift charges incurred on full and empty containers. Each party is authorized to discuss and agree on their respective responsibilities for port charges assessed to NPDL as the vessel operator at island ports in the trade.

5.5 The Parties are authorized to discuss and agree upon routine operational and administrative matters including, but not limited to, procedures for allocating space, forecasting, stevedoring and terminal operations, recordkeeping, responsibility for loss, damage or injury (including provisions of bills of lading relating to same), the interchange of information and data regarding all matters within the scope of this Agreement, terms and conditions for force majeure relief, insurance, guarantees, indemnification, and compliance with customs, safety, security, documentation, and other regulatory requirements. The parties are not authorized to jointly negotiate, contract or procure marine terminal services.

5.6 Each Party shall retain its separate identity and shall have separate sales, pricing and marketing functions. Each Party shall issue its own bills of lading and handle its own claims.

5.7 The Parties shall collectively implement this Agreement by meetings, writings, or other communications between them or within committees established by them, and make such other arrangements as may be necessary or appropriate to effectuate the purposes and provisions of this Agreement.

ARTICLE 6. AGREEMENT OFFICIALS AND DELEGATIONS OF AUTHORITY

The following are authorized to subscribe to and file this Agreement and any accompanying materials and any subsequent modifications to this Agreement with the Federal Maritime Commission:

- (i) Any authorized officer of either party; and
- (ii) Legal counsel for either party.

ARTICLE 7. VOTING

Except as otherwise provided herein, all actions taken pursuant to this Agreement shall be by mutual agreement of the Parties.

ARTICLE 8. DURATION AND TERMINATION OF AGREEMENT

8.1 This Agreement shall be effective as of the later of the dates this Agreement becomes effective under the U.S. Shipping Act of 1984, as amended, or ~~the termination of the SOUTH PAC Service under FMC Agreement No. 201296-001 is effective~~ upon commencement of voyage 44 of Capitaine Kupe (or a substitute vessel) in the Trade, expected to be around February 20, 2022. It shall continue in effect indefinitely. Either Party may resign from this Agreement by giving not less than ninety (90) days advance written notice.

8.2 Notwithstanding Article 8.1 above, either Party may by written notice summarily

terminate this Agreement with immediate effect if:

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their
duly authorized representatives as of this ____ day of ~~March 2021~~ February 2022.

Pacific Forum Line (Group) Limited
Name: David K. Monroe
Title: Attorney-in-Fact

Neptune Pacific Direct Line Pte. Ltd.
Name: David K. Monroe
Title: Attorney-in-Fact